

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

WILLIAM and CYPRIANA PORTER

Plaintiffs,

v.

UNITED STATES OF AMERICA,

Defendant.

Civil Action No.: 5:21-CV-627  
(GTS/TWD)

**Stipulation For Compromise Settlement and Release of  
Federal Tort Claims Act Claims Pursuant to 28 U.S.C. § 2677**

It is hereby stipulated by and between Plaintiffs William and Cypriana Porter and Defendant United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Stipulation for Compromise Settlement and Release.

2. This Stipulation For Compromise Settlement And Release is not, is in no way intended to be, and should not be, construed as an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to Plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

3. Defendant agrees to pay Plaintiffs the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by

reason of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit, including any claims for wrongful death, for which Plaintiffs or their heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

4. Plaintiffs and their heirs, executors, administrators, or assigns, hereby agree to accept the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which she may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned lawsuit, including any future claim for wrongful death. Plaintiffs and their heirs, executors, administrators or assigns further agree to indemnify and hold harmless the United States of America, its agents, servants and employees from any and all such causes of action, claims, liens, rights or subrogated or contribution interest incident to or resulting from further litigation or the prosecution of claims by Plaintiff or her heirs, executors, administrators or assigns against any third-party or against the United States, including claims for wrongful death.

5. It is also agreed, by and among the parties, that the settlement sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) represents the entire amount of the compromise settlement to be paid by the United States, and that the respective parties will each

bear their own costs, fees, and expenses and that any attorney's fees owed by the Plaintiffs will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorney's fees for services rendered shall not exceed 25 per centum of the settlement amount.

7. Payment of the settlement amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) will be made by check drawn on the United States Postal Service and payable to William and Cypriana Porter and Sugarman Law Firm, LLP.

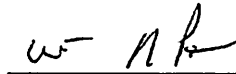
8. In consideration of the payment of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) as set forth above, Plaintiffs agree that they will execute and file, with the Court, such documents as shall be necessary to cause the above-styled action to be dismissed with prejudice from the docket of the Court.

9. The parties agree that this Stipulation For Compromise Settlement, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and Plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

10. By their signatures hereon, Plaintiffs and counsel for Plaintiffs certify that neither William or Cypriana Porter are an infant or incompetent for whom a guardian has been appointed.

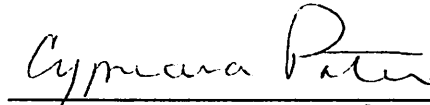
11. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this 24 day of June, 2022.



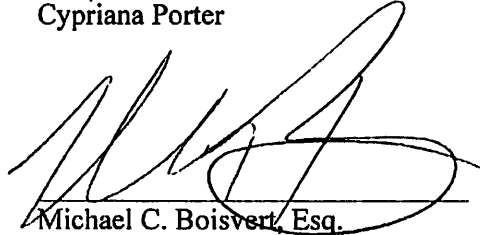
William Porter

Executed this 24 day of June, 2022.



Cypriana Porter

Executed this 24 day of June, 2022.



Michael C. Boisvert, Esq.  
Sugarman Law Firm, LLP  
211 West Jefferson Street  
Syracuse, New York 13202  
Attorney for Plaintiffs  
Bar Roll No. \_\_\_\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022

CARLA B. FREEDMAN  
United States Attorney, N.D.N.Y.  
100 South Clinton Street  
Syracuse, New York 13261-7198

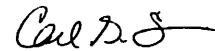
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CARL EURENIUS

Date: 2022.06.24

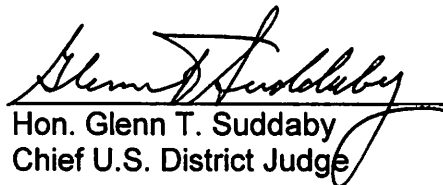
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By:



Carl G. Eurenus  
Assistant United States Attorney  
Bar Roll No. 511746

**SO ORDERED:**



Hon. Glenn T. Suddaby  
Chief U.S. District Judge

Dated: June 30, 2022.  
Syracuse, New York